

Allen County Gas, Inc.

P. S. C. KY. No. \_\_\_\_\_  
Cancels P. S. C. Ky. No. \_\_\_\_\_

ALLEN COUNTY GAS, Inc.

OF  
616 Detour Rd.  
Bowling Green, Ky.  
42101

Rates, Rules and Regulations for Furnishing  
INTRASTATE GAS TRANSPORTATION SERVICE

AT  
Scotty's Asphalt Plant  
Old State Rd.  
ALLEN CO. KY.

Filed with PUBLIC SERVICE COMMISSION OF  
KENTUCKY

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

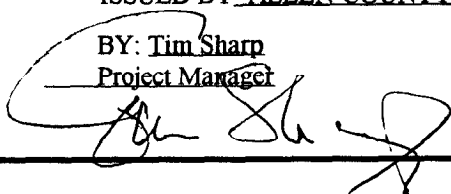
ISSUED \_\_\_\_\_, 19\_\_\_\_

MAR 31 1996  
EFFECTIVE PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)

BY: Jordan C. Neal  
FOR THE PUBLIC SERVICE COMMISSION

ISSUED BY ALLEN COUNTY GAS, Inc.  
(Name of Utility)

BY: Tim Sharp  
Project Manager



Form for filing Rate Schedule

For: Rural Allen County

Community, Town or City

P. S. C No. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

Allen County Gas, Inc

CANCELLING P. S. C. NO. \_\_\_\_\_

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

RATE  
PER UNIT

TRANSPORTATION SERVICES ARE TO BE PROVIDED PURSUANT TO  
SPECIAL CONTRACTS TO BE FILED WITH THE PUBLIC SERVICE COMMISSION  
FROM TIME TO TIME. ( COPY OF CONTRACT WITH SCOTTY'S ASPHALT PLANT  
ATTACHED.)

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAR 31 1996

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SECTION 9 (1)

BY: Jordan C. Neal  
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE \_\_\_\_\_

DATE EFFECTIVE \_\_\_\_\_

ISSUED BY \_\_\_\_\_

NAME OF OFFICER

TITLE

PROJECT MANAGER

Issued by authority of an Order of the Public Service Commission of Kentucky  
in Case No. \_\_\_\_\_ dated \_\_\_\_\_

**ALLEN COUNTY GAS, INC.**

FOR \_\_\_\_\_  
P. S. C. Ky. No. \_\_\_\_\_  
Sheet No. \_\_\_\_\_  
Cancelling P. S. C. Ky. No. \_\_\_\_\_  
Sheet No. \_\_\_\_\_

**RULES AND REGULATIONS**

RULES AND REGULATIONS WILL BE AS SET FORTH IN SPECIAL CONTRACTS TO BE  
FILED WITH THE COMMISSION FROM TIME TO TIME AND THE RULES AND REGULATIONS  
OF THE KENTUCKY PUBLIC SERVICE COMMISSION APPLICABLE TO THE INTRASTATE  
TRANSPORTATION OF NATURAL GAS.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAR 31 1996

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Jordan C. Neel  
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE

Month Day Year

DATE EFFECTIVE

Month Day Year

ISSUED BY

Name of Officer

Title

Address

John Ray Project Manager 616 DETOUR RD. Bowling Green Ky.

## PURCHASE AGREEMENT

THIS AGREEMENT is made on this the 28 day of JUNE, 1995, between the SELLER, Allen County Gas Transportation Company, Inc. and the BUYER, Scotty's Contracting and Stone Company, and shall be enforceable under provisions of applicable law of the Commonwealth of Kentucky.

1. Previous Agreements. This agreement incorporates by reference herein for all purposes all consistent provisions contained in the "Gas Transportation Agreement" between Scotty's executed on/about February 21, 1994 and the "Gas Transportation Agreement Reassignment" {whereby all rights and obligations of Natural Gas of Kentucky Inc. under said Gas Transportation Agreement were assigned to Allen County Gas Transportation Company, Inc.}. Under said agreements seller {or company} agrees to deliver to buyer {or customer} the goods described below for use at buyer's asphalt plant on Old State Road at or near Scottsville, in Allen County, Kentucky, by means of a transportation facility {or pipeline} to be constructed and to run to said buyer's asphalt plant from the delivery point at the Tennessee Gas Pipeline Tap on Hwy. 231 at or near Bowling Green, in Allen County, Kentucky.

2. Description of Goods. Seller agrees to deliver to buyer the following described goods upon the terms and conditions herein set forth: natural gas of quality described in the Gas Transportation Agreement.

3. Purchase Price and Payment. The purchase price shall be calculated and paid each month during the initial ten-year contract term and during any term extensions all as provided in the Gas Transportation Agreement and as based on the monthly acquisition cost plus an additional transportation fee of \$3.00 per MCF transported.

4. Additional Customers. Buyer agrees that seller may, upon completion of construction of the transportation facility and delivery of described goods to buyer, sell the described goods to new or additional customers provided that such sales do not interfere with an equitable allocation of such goods to Scotty's Contracting and Stone Company.

5. Minimum Purchases. Buyer agrees to purchase, and seller agrees to supply, during each of the first four years of the initial contract term, a quantity of the described goods of natural gas, in an amount no less than thirty-five million cubic feet of gas per year (35 MMCF), with each year to be calculated separately or non-cumulatively.

6. Excuses for Nonperformance. The seller shall not be responsible for contingencies beyond its control that may or shall prevent shipment or delivery as provided in this agreement.

7. Duration and termination. This agreement is binding and enforceable on both parties for an initial term of ten {10} years commencing on the date of first delivery of the described

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By Jordan C. Noel  
FOR THE PUBLIC SERVICE COMMISSION

goods [natural gas] to buyer through the transportation facility. This agreement may be terminated at the end of the initial ten-year term if either party submits written notice of termination, to the other party, at least sixty (60) days prior to the end of the initial term.

8. Complete Understanding. By execution and acceptance of this agreement, the parties hereto acknowledge that they have read the same and understand each provision, term and obligating contained in this agreement, and that it shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party. By their signatures below the signatories warrant that they sign as the proper and legal agent or authorized representatives of the parties and that they have read and understand this agreement and that all parties execute this legal document voluntarily and of their own free will.

James A. Scott

Date Signed: June 28, 1995

By and for Scotty's Contracting  
and Stone Company

Christy K. Shum

Date Signed: JUNE 28, 1995

By and for Allen County Gas

State of Kentucky  
County of Warren

#### Notary Acknowledgement

The above named signatories acknowledged this instrument before me on this the 28<sup>th</sup>  
day of June, 1995.

Patricia Sue Jones  
Notary Public for Kentucky  
My commission expires on: 10-13-97

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BY: Jordan C. Keel  
FOR THE PUBLIC SERVICE COMMISSION